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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re

EASTERDAY RANCHES, INC., *et al.*
Debtors.¹

Chapter 11

Lead Case No. 21-00141-11
Jointly Administered

**DECLARATION OF MATT BUYERS
IN CONNECTION WITH DEBTORS'
MOTION FOR ENTRY OF AN
ORDER (A) APPROVING PRIVATE
SALE OF ASSETS TO AB
LIVESTOCK LLC AND (B)
GRANTING RELATED RELIEF**

I, Matt Buyers, declare and state as follows:

1. I am the President of AB Livestock, LLC, an Idaho limited liability company (the "Buyer"). In this capacity, I am familiar with the business and financial affairs of the Buyer.

2. I make this Declaration to establish the Buyer's good faith in connection with the *Motion for Entry of an Order (A) Approving Private Sale of Assets to AB Livestock LLC and (B) Granting Related Relief* (the "Motion") filed by the debtors and debtors in possession (the "Debtors") in the above-captioned cases.

3. Except as otherwise indicated, all statements in this Declaration are based on my personal knowledge, my review of relevant documents, or my opinion based on my experience with the Buyer. If I were called to testify as a witness in this matter, I could and would competently testify to each of the facts set forth herein. I am

¹ The Debtors along with their case numbers are as follows: Easterday Ranches, Inc. (21-00141) and Easterday Farms, a Washington general partnership (21-00176).

1 authorized to submit this Declaration on behalf of the Buyer.

2 **Good Faith**

3 4. To the limited extent information was made available to the Buyer, the
4 Buyer has conducted due diligence on the Purchased Property and communicated with
5 the Debtors' co-Chief Restructuring Officer, Peter Richter, regarding the Purchased
6 Property. All such communications between the Buyer and Mr. Richter were at all
7 times (and will continue to be) conducted at arms' length and in good faith.

8 5. The *Rolling Stock and Inventory Purchase Agreement* (the
9 "Agreement"), attached to the Motion as Exhibit B, is not the product of any collusion
10 between any of the parties.

11 6. There are no side-agreements, arrangements, or understandings between
12 the Buyer, the Debtors, their representatives, employees, or insiders.

13 7. Any and all of the consideration to be paid by the Buyer to the Debtors
14 for the purchase of the Purchased Property is as set forth in the Agreement.

15 8. The Buyer has not made any agreement with the Debtors or any potential
16 bidder pursuant to which any party has agreed to provide or receive any consideration
17 or compensation that has not been disclosed to the court in connection with the sale
18 contemplated in the Agreement or that would be inconsistent with a good faith
19 purchase by the Buyer. Further, the Buyer is not aware of any such agreement
20 involving the Debtors, their representatives, employees, or insiders, or other potential
21 bidders.

22 9. Neither the Buyer, nor any of its principals or employees, are insiders of
23 the Debtors or have any connections to the Debtors, except by way of the Buyer's
24 purchase of Debtor Easterday Ranches, Inc.'s ("Ranches") cattle feeding facility,
25 located in Township 12 North, Range 31 East W.M., of Franklin County, State of
26 Washington, commonly referred to as the "North Lot" on January 15, 2021, and
27 subsequently entering into a Lease Agreement with Ranches on January 22, 2021.

1 10. Based on the foregoing, the Buyer is a good faith purchaser for value and
2 should be entitled to all of the protections available under applicable provisions of the
3 Bankruptcy Code and non-bankruptcy law.

4 I declare under penalty of perjury that the foregoing is true and correct.

5 Executed this 19th day of July 2021, at Boise, Idaho

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Matt Buyers